REGD. GOA-5

Panaji, 27th June, 1986 (Ashada 6, 1908)

SERIES II No. 13

OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

EXTRAORDINARY

GOVERNMENT OF GOA, DAMAN AND DIU

Revenue Department

Notification

No. 22/165/84-RD

Whereas by Government Notification No. 22/165/84-RD dated 25-4-1985 published on page 236 of Series II, No. 14 of the Official Gazette, dated 4-7-1985 and in two newspapers (1) Rashtramat dated 29-4-1985 (2) Novem Goem dated 29-4-1985 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for construction of Cibretta to Rangali road via Carshota Zuvem road (Part II) in V. P. Velim Salcete.

And Whereas, the appropriate Government (hereinafter referred to as "the Government"), after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to "the said land").

Now, Therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Additional Dy. Collector (South-3) Margao to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Additional Dy. Collector (South-3) Margao till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3	4	5	6
Salcete	Velim	122	1 part	Comunidade.	45.00
			2 part	Rozario Cardoz.	165.00
			3 part	Gurudas Timblo.	450.00
			4 part	Comunidade.	425.00
		404	part	Inacinha D'Silva. Rozario D'Silva. Nazareth D'Silva. Roque Xavier D'Silva. Francisco D'Silva. Lorencinha Cruz D'Silva.	1280.00
		65	part	Comunidade.	9375.00
		Plot	A	Not known.	775.00
		66	1 part	Comunidade.	5.00
			2 part	Joaquim Vaz, Beliza Vaz & Pinto.	45.00
			4 part	Bazilio Vaz.	40.00
			5 part	Joaquim Vaz, Beliza Vaz & Pinto.	35.00
			6 part	Bezilio Vaz.	25.00
			7 part	Joaquim Vaz, Beliza Vaz & Pinto.	35.00
		66	8 part	Bazilio Vaz.	40.00
			9 part	Gregario Xavier & Advis Xavier.	25.00
			10 part	Candido Andrade. Teotonio Andrade.	20.00
			11 part	Cruzinha Andrade.	15.00
		407	part	Especiosa Candelina Vaz. Joaquim Francisco & Caetano Conceicao de Andrade.	5.00
		62	part	Jose Fracisco Rebello.	230.00
		60	5 part	Eliza Moraes.	40.00
		71	1 part	Roaquizinho Conceicao & Francisco Conceicao Pais.	75.00

1	2	3	4	5	6
Salcete	Velim	71	3 part	Joao Constancio Rebelo.	7.00
		131	8 part	Comunidade.	15.00
			9 part	Comunidade.	10.00
			10 part	Comunidade.	12.00
			11 part	Comunidade.	16.00
			12 part	Comunidade.	65.00
			13 part	Comunidade.	25.00
			14 part	Comunidade.	35.00
			15 part	Comunidade.	20.00
			17 part	Comunidade.	135.00
		108	1 part	Comunidade.	70.00
			2 part	Comunidade.	20.00
			3 part	Comunidade.	40.00
			4 part	Comunidade.	25.00
			5 part	Comunidade.	85.00
			7 part	Comunidade.	200.00
			8 part	Comunidade.	15.00
			9 part	Comunidade.	30.00
			21 part	Comunidade.	25.00
			25 part	Comunidade.	20.00
			50 part	Comunidade.	8.00
			51 part	Comunidade.	6.00
			52 part	Comunidade.	6.00
			53 part	Comunidade.	8.00
		107	1 part	Comunidade.	310.00
			2 part	Comunidade.	40.00
			3 part	Comunidade.	25.00
			4 part	Comunidade.	20.00
			5 part	Comunidade.	20.00
			6 part	Comunidade.	15.00
			19 part	Comunidade.	15.00
			22 part	Comunidade.	7.00
			23 part	Comunidade.	8.00
			26 part	Comunidade.	26.00
		106	4 part	Comunidade.	30.00
			3 part	Comunidade.	35.00
		326	part	Zulem Antao. Alberto Antao. Jaomina Antao.	450.00
		327	1 part	Mukund Kamat. Leomardo Colaco. Avelino Colaco. Filomena Colaco. Feliz Colaco. Julieta Colaco. Filomena Colaco. Manacusa Colaco. Heraldo Colaco. Mariano Colaco.	5.00
		320	part	Mukund Kamat.	920.00
		318	1 part	Ana Costa Martins.	2525.00
		317	part	Valenana Andrade. Valentina Andrade. Amarao Andrade.	1900.00
		325	part	Policromio D'Silva.	
		322	1 part	Mukund Kamat.	135.00
		321	1 part	Avelino D'Costa.	80.00
			2 part	Conceicao Colaco. Joaquim Silvestre Colaco.	10.00
			3 part	Jose Piedade Colaco. Lorencinha de Costa Correia. Cristalina Costa. Piedade Costa. Mariquinha Colaco. Jose Piedade Colaco. Jose Xavier Costa Colaco.	15.00
			5 part	Lorencinha de Costa Correia. Cristalinha Costa. Piedade Costa. Mariquinha Colaco. Jose Piedade Colaco. Jose Xavier Costa Colaco.	65.00
				Total	20704.00

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 24th June, 1986.

AGREEMENT

AN AGREEMENT made this 23rd day of June one thousand nine hundred and eighty six, between the PRESIDENT OF INDIA (hereinafter referred to as the "Government") of the one part AND Palm Hotels (India) Limited a Company registered under the Indian Companies Act, 1956 and having its Registered Office at Salgaoncar House, Vasco-da-Gama (Hereinafter called "THE COMPANY" which expression shall unless the context so admits include their successors and permitted assignees) of the other part.

WHEREAS the principal objects for which the Company is established are, inter alia. construction of a hotel for tourism development,, etc.

AND WHEREAS for the purpose of the construction of a hotel at Gaspar Dias, Panaji by M/s. Palm Hotels (India) Ltd., the Company has applied to the Government for acquisition under the provisions of the Land Acquisition Act, 1894 (hereinafter referred to as "THE SAID ACT") of the piece of land containing 9025 square metres, situated in Tiswadi and more particularly described in the Schedule appended hereto (hereinafter called "THE SAID LAND") for the following purpose namely for construction of Hotel at Gaspar Dias, Panaji by M/s. Palm Hotel (India) Ltd., Panaji.

AND WHEREAS the Government being satisfied by an enquiry held under Section 40 of the said Act that the proposed acquisition is needed for the aforesaid purpose and the said work is likely to prove useful to the public, has consented to acquire on behalf of the Company the said land, herebefore described.

AND WHEREAS the Government has required the Company under the provision of Section 41 of the said Act to enter into an Agreement with The President of India hereinafter contained.

NOw, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Company on the following conditions, namely: —

1. The Company shall pay to the Government the entire cost as determined by the Government for the acquisition of the said land including all compensation, damages, costs, charges and other expenses whatsoever which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in original or Appellate Courts and including the costs on account of any establishment and salary of any Officer or Officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded in accordance with the instructions issued by the Government from time to time. The monies which shall be payable by the Company under this Clause, shall be paid by it by an initial deposit with the Government free from interest, of a sum of Rupees one thousand only within fifteen days after the execution of this Agreement and thereafter by payment to the Government, after demand by the Government. in writing, such further amount or amounts as the Government shall from time to time estimate to be required for the purpose of paying or disbursing compensation, damages, costs, charges or expenses hereinbefore referred to. If the Company fails to pay to the Government the entire cost of acquisition, as referred to above, the Government shall be entitled to recover the same from the Company as if it were money due to the Government as arrears of Land Revenue so however nothing contained in this Clause shall affect the other remedies available to the Government for recovery of such sums.

2. On payment of the entire cost of the acquisition of the said land, as hereinbefore referred to, the whole of the said land shall, as soon as it may be convenient, be transferred to the Company at the costs in every respect of the Company so as to vest in the Company subject to such of the provisions of the law for the time being in force as to the terms on which the land shall be held by the Company.

3. The said land, when so transferred to and vested in the Company shall be held by the Company as its property to be used only in furtherance of and for the purpose for which it is required subject nevertheless to the payment of the agricultural, non-agricultural or other assessments and cesses, if any, and so far as the said land is or may from time to time be liable to such assessments and cesses under the provisions of the law for the time being in force.

4(i) The Company shall not use the said land for any purpose other than that for which it is acquired.

(ii) The Company shall undertake the work of construction of Hotel within one year from the date on which the possession of the said land is handed over to the Company and complete the same within three years from the aforesaid date.

(iii) Where the Government is satisfied after such enquiry as it may deem necessary that the Company was prevented by reasons beyond its control from construction of the hotel within the time specified in the Agreement, the Government may extend the time for that purpose by a period not exceeding one year at a time so however that the total period shall not exceed six years.

(iv) The Company shall keep at all times and maintain the said land and the amenities created thereon, in good order and condition to the satisfaction of the Government or any Officer or Officers authorised by the Government.

(v) The Company shall maintain all records of the Company properly and supply to the Government punctually any information as may from time to time be required by the Government.

(vi) The Company shall not use the said land or any amenities created thereon for any purpose which in the opinion of the Government is objectionable.

(vii) The Company shall conform to all the laws and the rules and guidelines made by the Government from time to time regarding preservation of ecology and environment. Prior approval of Eco Development Council of the Government of Goa. Daman and Diu shall be obtained before undertaking activities for its development, besides fulfilment of other statutory requirements under the existing laws.

5. The Company shall from time to time, and at all times permit the Government or any Officer or Officers authorised by the Government in that behalf, to inspect the said land and any works of the Company upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand, correct statements of the monies expended by the Company in the construction of the said works of the Company upon the said land.

6. In case the said land is not used for the purpose for which it is acquired as hereinafter recited or is used for any other purpose or in case the Company commits breach of any of the conditions hereof, the said land together with the improvements, if any, effected thereon, shall be liable to resumption by the Government subject however, to the condition that the amount spent by the Company for the acquisition of the said land, but excluding the cost or value of any improvements made by the Company to the said land or any structure standing on the said land, shall be paid as compensation to the Company:

Provided that the said land and the amenities, if any, created thereon shall not be so resumed unless due notice of the breach complained of has been given to the Company and the Company has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

7. If at any time or times, the whole or any part of the said land is required by the Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Company shall accept as final the decision of the Government), the Company on being hereunto required by the Government in writing shall transfer the said land to the Government and in consideration of such transfer, the Government shall pay to the Company a sum equal to the amount of compensation awarded under the said Act and paid by the Company in respect of the land so transferred including the percentage awarded under Section 23(2) of the said Act, together with such amount as shall be estimated by

the Executive Engineer having jurisdiction, whose decision in the matter shall be final, as to the costs of the development of the land so transferred which shall include the value at the date of transfer for any structure standing thereon and when part of a building is on the land so transferred and part is on adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

8. The Company shall not in any way alienate the said land or any portion thereof, except with the previous permission in writing of the Government.

9. All the costs and expenses of and incidental to the preparation and execution of these presents shall be borne by the Company.

10. In the event of any dispute or difference arising out of or in any way relating to or concerning these presents or the construction or effect of these presents, the same shall be referred to the arbitration of a person appointed by the Administrator of Goa, Daman and Diu.

The Company will not be entitled to raise objection to any such appointment on the ground that the sole arbitrator is a Government servant or that he had dealt with the matters to which these presents relate or that in the course of his duties as such Government servant he had expressed views on all or any of the matters in dispute or difference. In the event of such arbitrator being transferred or vacating his office or refusing or being unable to act for any reason whatsoever, it will be open to the Administrator of Goa, Daman and Diu to appoint another person in his place. The Arbitrator so appointed will be entitled to proceed with the reference from the stage at which it was pending. From time to time, the Arbitrator may, with the consent of both the parties to these presents, extend the time for making the award. The award of the Arbitrator shall be final and binding on the parties to these presents. Save as aforesaid, the Arbitration Act, 1940 and the rules made thereunder shall apply to the arbitration proceeding under this clause.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	City	Plot No.	P. T. Sheet No. Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Tiswadi	Panaji	1	98 17 (part)	Alvaro Jose Tiofilo Pinto and Brothers.	7375.00
					Boundaries: North: Chalta No. 14 and P. T. Sheet No. 98. South: Chalta No. 2 PTS No. 117 and Chalta No. 16 PTS No. 98. East: Chalta No. 16 PTS No. 98 Chalta No. 17 PTS No. 98. West: Chalta No. 18 PTS No. 98 Chalta No. 1 of PTS No. 79.	
2.	Tiswadi	Panaji	2	116 1 (part)	Alvaro Jose Tiofilo Pinto and Brothers.	1650.00
					Boundaries: North: Chalta No. 16 PTS No. 98. South: Chalta No. 1 PTS No. 117 and proposed Road. East: Chalta No. 1 PTS No. 116 (proposed Road). West: Chalta No. 16 PTS No. 16.	
					Total	9025.00

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

Witnesses:

1. Sd/-
2. Sd/-

Sd/-.

Signed, sealed and delivered by Shri V. V. Bhat Secretary to the Govt. of Goa, Daman and Diu, Revenue Department for and on behalf of the President of India.

Witnesses:

1. Sd/-
2. Sd/-

Sd/-.

Signed, sealed and delivered by Shri D. V. Salgaoncar for and on behalf of the Company

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